

AGREEMENT

This contractual agreement is entered into for the period 7/1/13 through 6/30/14, by and between the State of Wisconsin represented by its Department of Health Services, on behalf of the Division of Long Term Care, whose principle business address is 1 West Wilson Street, PO Box 7851, Madison, WI 53707-7851, hereinafter referred to as PURCHASER, and Luxvida, LLC, whose principal business address is 2601 Highway MM, Oregon, WI 53575, hereinafter referred to as PROVIDER.

The Department of Health Services employee responsible for administration of this contract will be Susan Larsen, whose principle business address is 1 West Wilson Street, PO Box 7851, Madison, WI 53707-7851. In the event that the Contract Administrator is unable to administer this agreement, Purchaser will contact Provider and designate a new Contract Administrator.

WHEREAS, Purchaser wishes to purchase services from Provider as it is authorized to do so by Wisconsin law; and

WHEREAS, Provider is engaged in furnishing the desired services;

NOW, THEREFORE, in consideration of the mutual undertaking and agreements hereinafter set forth, Purchaser and Provider agree as follows:

I. SERVICES TO BE PROVIDED

- A. A detailed description of the services to be provided and Provider's means of delivering them is included in Exhibit 1 (40 page(s)) which is attached to and incorporated in this contract by reference.
- B. No services are to be provided until an official State of Wisconsin Purchase Order is issued by Purchaser to Provider.

II. COST OF SERVICES

- A. Payment for services provided in accordance with the terms and conditions of this contract shall not exceed \$917,467.
- B. A detailed budget breakdown and explanation is included in Exhibit 2 (1 page(s)) which is attached to and incorporated in this contract by reference.

III. PAYMENT FOR SERVICES

- A. Payment to Provider shall be initialized upon receipt of an invoice itemizing expenditures.
- B. Invoices shall be sent in triplicate to Purchaser's Contract Administrator, who will verify the appropriateness and necessity of the expenditures and forward to the proper office for payment.
- C. Provider shall return to Purchaser any funds paid to Provider in excess of the allowable costs of services provided under this agreement. If Provider fails to return funds paid by Purchaser in excess of the allowable cost of the services provided, Purchaser may recover from Provider any money paid in excess of the conditions of this agreement from subsequent payments made by Purchaser to Provider or may recover such funds by any legal means.

IV. REPORTING

- A. Provider shall comply with the reporting and auditing requirements of Purchaser. Any required reports shall be forwarded to Purchaser's Contract Administrator according to the schedule of Purchaser.

V. STATE AND FEDERAL RULES AND REGULATIONS

- A. The Provider agrees to meet state and federal laws, rules and regulations, and program policies applicable to this Agreement.
- B. Provider will be acting in its independent capacity and not as an employee of the Department. Provider shall not be deemed or construed to be an employee of the Department for any purpose whatsoever.
- C. The Provider agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994, which prohibits tobacco smoke in any portion of a facility owned or leased or contracted for by an entity which receives federal funds, either directly or through the State, for the purpose of providing services to children under the age of 18.

VI. AFFIRMATIVE ACTION PLAN/CIVIL RIGHTS COMPLIANCE

- A. An Affirmative Action Plan is required from a Provider who receive a contract from the Purchaser in the amount of \$25,000 or more and who has a work force of twenty-five (25) or more employees as of the award date, unless the Provider is exempt by criteria listed in the Wisconsin Office of Contract Compliance, Department of Administration's Instruction for Vendors Affirmative Action Requirements (DOA-3021P (R06/96) s. 16765, Wis. Stats.), page 2. Universities, other states, and local governments, except those of the State of Wisconsin who receive state or federal contracts over \$25,000, must submit Affirmative Action Plans in the same manner as other Providers.
- B. "Affirmative Action Plan" is a written document that details an affirmative action program. Key parts of an affirmative action plan are: (1) a policy statement pledging nondiscrimination and affirmative action employment, (2) internal and external dissemination of the policy, (3) assignment of a key employee as the equal opportunity officer, (4) a workforce analysis that identifies job classifications where there is an under representation of women, minorities, and persons with disabilities, (5) goals must be directed to achieving a balance work force, specific and measurable, having an implementation target date between six months and two years, have a plan of action or description of procedures to implement the goals, (6) revision of employment practices to ensure that they do not have discriminatory effects, and (7) establishment of internal monitoring and reporting systems to measure progress regularly.
- C. In addition, for agreements of twenty-five thousand (\$25,000) or more, regardless of work force size, Provider shall conduct, keep on file, and update annually, a separate and additional accessibility self-evaluation of all programs and facilities, including employment practices for compliance with ADA regulations, unless an updated self-evaluation under Section 504 of the Rehabilitation Act of 1973 exists which meets the ADA requirements. Providers are to contact the Department of Affirmative Action/Civil Rights Compliance Office, Department of Health Services, 1 W. Wilson Street, Room 561, P.O. Box 7850, Madison, Wisconsin 53707-7850, for technical assistance on Equal Opportunity.
- D. Civil Rights Compliance
 - 1. For agreements for the provision of services to clients, the Purchaser must comply with Civil Rights requirements. Providers with an annual work force of less than twenty-five (25) employees, and Providers with contracts of less than \$25,000 are not required to submit a Civil Rights Compliance Plan, however, they must submit a Civil Rights Compliance Letter of Assurance. Providers with an

annual workforce of twenty-five employees or more and contract agreements of \$25,000 or more, Provider shall submit a written Civil Rights Compliance Plan which cover a three year period within fifteen (15) working days of the award date of the agreement or contract.

2. The Provider assures that it has submitted to the Purchaser's Affirmative Action /Civil Rights Compliance Office a current copy of its three-year Civil Rights Compliance Action Plan for meeting Equal Opportunity Requirements under Title VI and VII of the Civil Rights Act of 1964, Section 503 and 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Health Service Act, the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Omnibus Reconciliation Act of 1981, the American with Disabilities Act (ADA) of 1990, and the Wisconsin Fair Employment Act. If the Plan was reviewed and approved during the previous year, a plan update must be submitted for this agreement period.
 - a) No otherwise qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any manner on the basis of race, color, national origin, religion, sex, disability or age. This policy covers eligibility for and access to service delivery, and treatment in all programs and activities. All employees of the Provider are expected to support goals and programmatic activities relating to nondiscrimination in service delivery.
 - b) No otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subjected to discrimination in employment in any manner or team of employment on the basis of age, race, religion, sexual orientation, color, sex, national origin or ancestry, disability (as defined in Section 504 and the American with Disability Act of 1990), or association with a person with a disability, arrest or conviction record, marital status, political affiliation, or military participation, unfair honesty testing and genetic testing, and use or non-use of lawful products outside of working hours. All employees are expected to support goals and programmatic activities relating to non-discrimination in employment.
 - c) The Provider shall post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the Limited English Proficiency Coordinator, and the discrimination complaint process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The complaint process will be according to Purchaser's standards and post the compliant process notice translated into the major primary languages of the Limited English Proficient (LEP) participants in their service area. The notice will announce the availability of free oral interpretation of services if needed. The Provider shall not request interpretation services from family members, friends and minors.
 - d) The Provider agrees to comply with the Purchaser's guidelines in the State of Wisconsin Department of Workforce Development and Department of Health Services, Affirmative Action, Equal Opportunity, Limited English Proficiency and Civil Rights Compliance Plan DWSD-14045 (R. 2006) or subsequent revisions.
 - e) Requirements herein stated apply to any subcontracts or grants. The Provider has primary responsibility to take constructive steps, as per the State of Wisconsin Department of Workforce Development and Department of Health Services, Affirmative Action, Equal Opportunity, Limited English Proficiency and Civil Rights Compliance Plan DWSD-14045 (R. 2006), to ensure the compliance of its subcontractors.

However, where the Purchaser has a direct contract with another Provider's subcontractor, the Provider need not obtain a Subcontractor or Subgrantee Civil Rights Compliance Plan or monitor that subcontractor.

- f) The Purchaser will monitor the Civil Rights Compliance of the Provider. The Purchaser will conduct reviews to ensure that the Provider is ensuring compliance by its subcontractors or grantees according to guidelines in the State of Wisconsin Department of Workforce Development and Department of Health Services, Affirmative Action, Equal Opportunity and Limited English Proficiency, Civil Rights Compliance Plan DWSD- 14045 (R. 2006). The Provider agrees to comply with Civil Rights monitoring reviews, including the examination of records and relevant files maintained by Provider, as well as interviews with staff, clients, and applicants for services, subcontractors, Providers, and referral agencies. The reviews will be conducted according to Department procedures. The Purchaser will also conduct reviews to address immediate concerns of complainants.
 - g) The Provider agrees to cooperate with the Purchaser in developing, implementing and monitoring corrective action plans that result from complaint investigations or monitoring efforts.
3. The Provider agrees that it will: (1) hire staff with non-English language skills, sign language skills and or provide staff with special translation or sign language skills training, or find qualified persons who are available within a reasonable period of time and who can communicate accurately, and effectively with limited or non-English speaking or speech or hearing-impaired clients at no cost to the client; (2) provide aids, assistive devices and other reasonable accommodations to the client during the application process, in the receipt of services, and in the process of complaint or appeals; (3) train staff in human relations techniques, sensitivity to persons with disabilities and cultural sensitivity/cultural competency; (4) make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms, and Braille, large print or taped information for the visually or cognitively impaired; (5) post and/or make available informational material in languages and formats appropriate to the needs of the client population.

VI. SUBCONTRACTS

Provider may subcontract part of this agreement only with the prior written approval of Purchaser. Provider retains responsibility for fulfillment of all terms and conditions of this agreement when it enters into subcontractual agreements.

VII. GENERAL PROVISIONS

- A. Any moneys advanced to Provider by Purchaser for services provided under this Agreement shall be deposited in a bank with Federal Deposit Insurance Corporation (hereinafter FDIC) insurance coverage. Any balance exceeding FDIC coverage must be collaterally secured.
- B. Provider shall conduct all procurement transactions, regardless of whether by sealed bids or by negotiation and without regard to dollar value of the transactions, in a manner that provides maximum open and free competitions.
- C. The Provider will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employer of such person or persons and of the Purchaser.

- D. If a state public official (section 19.42, Stats.) or an organization in which a state public official holds at least a 10% interest is a party to this agreement, this agreement is voidable by the state unless appropriate disclosure is made to the State of Wisconsin Ethics Board, 44 E. Mifflin St., Ste 601, Madison, Wisconsin 53703, Telephone (608) 266-8123.
- E. Foreign corporations (corporations other than a Wisconsin corporation) which become a party to a contract must possess a certificate of authority from the Wisconsin Secretary of State and must have and continuously maintain a registered resident agent, and otherwise conform to all requirements of Chapter 180, Wisconsin Statutes, relating to foreign corporations.

VIII. ACCOUNTING REQUIREMENTS

For contracts of twenty-five thousand dollars (\$25,000) or more, Provider shall maintain a uniform double entry accounting system and a management information system compatible with standard cost accounting and control systems. (See DHS Accounting Principles and Allowable Cost Policies Manual, available upon request to Purchaser's Contract Administrator, or from the Office of Audit, Division of Enterprise Services, Department of Health Services, 1 W. Wilson Street, P.O. Box 7850, Madison, Wisconsin 53707-7850).

IX. PROPERTY MANAGEMENT REQUIREMENTS

- A. If this agreement results in a book or other material, Purchaser reserves a royalty-free, non-exclusive irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all material from the approved program.
- B. Any discovery or invention arising out of, or developed in the course of work aided by this agreement, shall be promptly and fully reported to the Purchaser.

X. AUDIT REQUIREMENTS

- A. Requirement to Have an Audit: Unless waived by the Purchaser, the Provider shall submit an annual audit to the Purchaser if the total amount of annual funding provided by the Purchaser (from any and all of its Divisions taken collectively) through this and other contracts is \$25,000 or more. In determining the amount of annual funding provided by the Purchaser, the Provider shall consider both: (a) funds provided through direct contracts with the Purchaser; and (b) funds from the Purchaser passed through another agency which has one or more contracts with the Provider.
- B. Audit requirements: The audit shall be performed in accordance with auditing standards generally accepted in the United States of America, s.46.036, Wis. Stats., *Government Auditing Standards*, and other provisions in this contract. In addition, the Provider is responsible for ensuring that the audit complies with other standards that may be applicable depending on the type of Provider and the nature and amount of financial assistance received from all sources, including the following state audit requirements:
 - The *State Single Audit Guidelines (SSAG)*, which are applicable to local governments having audits in accordance with OMB Circular A-133 "Audits of States, Local Governments and Nonprofit Organizations".
 - The *Provider Agency Audit Guide (PAAG)*, which are applicable to all other organizations.
- C. Reporting package: The Provider shall submit to the Purchaser a reporting package which includes the following:
 - 1. Financial statements and other audit schedules and reports required for the type of audit applicable to the Provider.

2. The Management Letter (or similar document conveying auditor's comments issued as a result of the audit) or written assurance that a Management Letter was not issued with the audit report.
 3. Management responses/corrective action plan for each audit issue identified in the audit report and the Management Letter.
- D. Submitting the Reporting Package: The Provider shall submit the required reporting package to the Purchaser either: (1) within 9 months of the end of the Provider's fiscal year if the Provider is a local government; or (2) within 180 days of the end of the Provider's fiscal year for non-governmental Provider agencies. Two copies of the audit report must be sent to the Purchaser at the following address:
- Office of Audit
Division of Enterprise Services
Department of Health Services
P.O. Box 7850
Madison, WI 53707-7850
- E Access to auditor's workpapers: When contracting with an audit firm, the Provider shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the Department. Such access shall include the right to obtain copies of the workpapers and computer disks, or other electronic media, upon which records/working papers are stored.
- F Access to Provider records: The Provider shall permit appropriate representatives of the Department and/or the Purchaser to have access to the Provider's records and financial statements as necessary to review Provider's compliance with the federal and state requirements for the use of the funding.
- G Failure to comply with the requirements of this section: In the event that the Provider fails to have an appropriate audit performed or fails to provide a complete audit report to the Purchaser within the specified timeframes, in addition to applying one or more of the sanctions available in Section XVI of this contract, the Purchaser may:
1. Conduct an audit or arrange for an independent audit of the Provider and charge the cost of completing the audit to the Provider;
 2. Charge the Provider for all loss of Federal or State aid or for penalties assessed to the Purchaser because the Provider did not submit a complete audit report within the required time frame; and/or
 3. Disallow the cost of audits that do not meet these standards.
- H. Close-out Audits:
1. A purchase of services audit of an accounting period of less than twelve (12) months is required when a Purchase of Services Agreement is terminated for cause, when the Provider ceases operations or when the Provider changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out grant specific audit may be waived by the Purchaser upon written request from the Provider, except when the Grant Agreement is terminated for cause. The required close-out audit may not be waived when a Grant Agreement is terminated for cause.
 2. The Provider shall ensure that its auditor contacts the Purchaser prior to beginning the audit. The Purchaser, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the Provider and the

auditor. Payment of increased audit costs, as a result of the additional testing requested by the Purchaser, is the responsibility of the Provider.

3. The Purchaser may require a close-out audit that meets the audit requirements specified in XII, B above. In addition, the Purchaser may require that the auditor annualize revenues and expenditures for the purposes of applying OMB Circular A-133 and determining major Federal financial assistance programs. This information shall be disclosed in a note to the schedule of Federal awards.
4. All other provisions in the Audit Requirements section apply to Close-out Audits unless in conflict with the specific Close-out Audits requirements.

XI. RECORDS

- A. Provider shall maintain such records as required by State and Federal law.
- B. Provider will allow inspection of records and programs, insofar as is permitted by State and Federal law, by representatives of Purchaser and its authorized agents, and Federal agencies, in order to confirm Provider's compliance with the specifications of this contract.
- C. Provider agrees to retain and make available to Purchaser all program and fiscal records until the audit and subsequent audit resolution processes have been completed.
- D. The use or disclosure by any party of any information concerning eligible individuals who receive services from Provider for any purpose not connected with the administration of Provider's or Purchaser's responsibilities under this contract is prohibited except with the **informed**, written consent of the eligible individual or the individual's legal guardian.

XII. CONTRACT REVISIONS AND/OR TERMINATION

- A. Failure to comply with any part of this agreement may be considered cause for revision, suspension or termination of this contract.
- B. This contract or any part thereof may be renegotiated in such circumstances as:
1) increased or decreased volume of services; 2) changes required by State or Federal law or regulations, or court action; or 3) monies available affecting the substance of this contract.
- C. Revision of this agreement may be made by mutual agreement. The revision will be effective only when the Purchaser and the Provider attach an addendum or amendment to this agreement which is signed by the authorized representatives of both parties, except in circumstances in which increased caseload or award amount, where such increase in funds is for the same purpose as originally agreed upon, the agreement may be amended by a unilateral amendment made by the Purchaser.
- D. This contractual agreement can be terminated by a 30-day written notice by either party.
- E. Provider shall notify Purchaser whenever it is unable to provide the required quality or quantity of services specified. Upon such notification, Purchaser shall determine whether such inability will require revision or cancellation of this agreement.
- F. If Purchaser finds it necessary to terminate this agreement prior to the stated expiration date for reason other than non-performance by Provider, actual costs incurred by Provider may be reimbursed for an amount determined by mutual agreement of both parties.

XIII. RESOLUTION OF DISPUTES

Provider may appeal decisions with Purchaser in accordance with Chapter 788, Wis. Stats.

XIV. INDEMNITY AND INSURANCE

- A. Provider agrees that it will at all times during the existence of this agreement indemnify Purchaser against any and all loss, damages, and costs of expenses which Purchaser may sustain, incur, or be required to pay by reason of any eligible client's suffering personal injury, death, or property loss resulting from Provider's acts or omissions while any eligible client is participating in or receiving the care and services to be furnished by Provider under this agreement; however, the provisions of this paragraph shall not apply to liabilities, losses, or charges, costs, or expenses caused by Purchaser.
- B. Provider agrees that, in order to protect itself as well as Purchaser under the indemnity agreement provision set forth in above paragraph, Provider will at all times during the terms of this agreement keep in force a liability insurance policy issued by a company authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department. Within thirty (30) days of the execution of this agreement, Provider shall furnish Purchaser with written verification of the existence of such insurance. In the event of any action, suit, or proceedings against Purchaser upon any matter herein indemnified against, Provider shall within five (5) working days, cause notice in writing thereof to be given to Purchaser by certified mail, addressed to its post office address.

XV. ELIGIBILITY STANDARDS

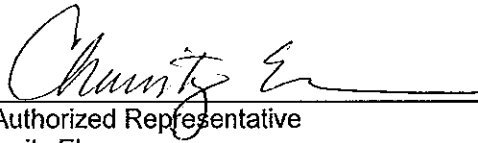
- A. Provider and Purchaser understand and agree that the eligibility of individuals to receive the services to be purchased under this agreement from Provider will be determined by Purchaser.
- B. Services to be delivered under this agreement by Provider to the eligible individuals must be authorized by Purchaser.
- C. Provider shall transfer an individual from one category of care or service to another only with Purchaser's prior written approval.
- D. Individuals are entitled to a fair hearing under Chapter 227, Wis. Stats., concerning eligibility for services. Provider shall inform each individual of this right. If an individual requests such a hearing, his/her benefits shall continue until a decision is rendered.

XVI. CONDITIONS OF THE PARTIES OBLIGATIONS

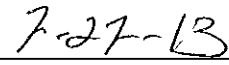
- A. This contract is contingent upon authorization of Wisconsin and United States law, and any material amendment or repeal of the same affecting relevant funding or authority of Purchaser shall serve to revise or terminate this agreement, except as further agreed to by the parties hereto.
- B. Purchaser and Provider understand and agree that no clause, term or condition of this contract shall be construed to supersede the lawful powers or duties of either party.
- C. It is understood and agreed that the entire contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

XVII. TIMELY CONTRACT SIGNING

This agreement becomes null and void if the time between the earlier dated signature and the later dated signature on this agreement (or addendum) exceeds sixty (60) days inclusive of the two signature dates.



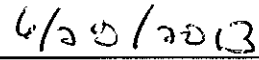
Provider's Authorized Representative
Name – Charity Eleson
Title - President & Owner



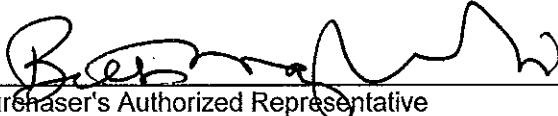
Date



Purchaser's Contract Administrator
Name – Susan Larsen
Title - Contract Administrator



Date



Purchaser's Authorized Representative
Beth Wroblewski, Deputy Administrator
Division of Long Term Care
Department of Health Services



Date

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LUXVIDA LLC.

2601 HWY MM
OREGON, WISCONSIN 53575

May 17, 2013

To: Sue Larsen, Section Chief Children's Services Section, BLTS
From: Charity Eleson
Re: Contract Renewal Materials for 2013-2014

This memo and attached budget provide you with the requested materials for the 2013-2014 contract renewal between my company, Luxvida, LLC and the Department of Health Services for the Katie Beckett Special Medicaid Eligibility Verification Function and Children's Long-Term Support Consolidated Intake Function contract. These include: a summary of the contractor's achieved goals and contract activities for the 2012-2013 contract year; a work plan for new goals and objectives for the 2013-2014 contract year; planned contract activities for the coming contract year; and the budget for the 2013-2014 contract year.

Achieved Goals for the 2012-2013 Contract Year

Goal	Explanation	Completion	Additional Work in 2013-2014 Contract Year	Products
Sub-contractors implement the Fundamentals and Best Practice Modules	The development of the modules created a common set of expectations across all sub-contractors and their staff for practices with families at intake, the home visit and in the completion of the CLTS-Functional Screen.	All objectives under this goal were completed.	Luxvida will continue to plan for and incorporate training into the quarterly Network meetings based on the results of the self assessments. Develop a shorter version of the self assessment for each subcontractor to use on an annual	Self Assessment Tool-completed Discussion of and Planning for Practice Development with 7 subcontractors-Completed and on-going New Consultant Training Curricula-Completed and on-going

Goal	Explanation	Completion	Additional Work in 2013-2014 Contract Year	Products
			basis.	
Identify best options for new regions for a CWT expansion in 2013	Luxvida met with 9 counties in the southern region to explore their interest in being considered for a 2013 CWT expansion	All objectives under this goal were completed	Implementation of expansion in Fall of 2013	<p>Analysis of current system and CWT options for expansion-completed</p> <p>Meetings with counties-completed</p> <p>Presentation of options to DHS to approve-First meeting: May 17; second meeting with deputy administrator for division TBD-in June</p>
Implement the CLTS-FS quality tool at the program level working with KB/CWT consultants and the DHS CLTS-FS Advisor	This work will provided the foundation for continuous improvement and training in completion of the CLTS-FS within the Network.	Most objectives under this goal were completed	In the coming contract year, we will continue to develop tools within the Network to integrate the quality improvement tools, including developing new approaches for continuous improvement	<p>Application of quality tool in training new consultants-completed and on-going</p> <p>Network Training on quality Notes-completed</p>
Develop a policy and procedure guide for Care4Kids, a new initiative	Luxvida was asked to work with DHS, DCF and the counties involved in the Care4Kids to develop a policy and procedure guide and operational	All objectives under this goal were completed		Six policy and procedure tables that detail steps in: enrollment, initial health screen, 30 day evaluation, comprehensive plan, transfer to another placement

Goal	Explanation	Completion	Additional Work in 2013-2014 Contract Year	Products
	blueprint that can be used for orienting staff involved in Care4Kids			and transfer to permanency-completed Care4Kids Operational Blueprint-completed Full vetting with all county agencies and BMCW included in the initiative-completed
Plan for a series of facilitated retreats to address administrative support issues related to CWT	This work is in process as of this memo and is being done to address the transition for administrative support staff in assuming greater roles in CWT, given the increase in new applications and continued expansion	This work will be completed at the end of June. We've planned a series of 3 meetings for staff to review the CWT system, values and expectations associated with CWT and KB, processes currently used and what is needed by staff in order to make a smooth transition for staff.		Three facilitated meetings Written summary of issues identified and plan for transition

2012-2013 Contract Activities

The achieved goals for the 2012-2013 contract year shown above represent activities beyond the fundamental and on-going contractual services, and their related activities, to

families statewide. The summary below provides a short synopsis of regular and customary contract activities over the course of the 2012-2013 contract year:

1. Created, negotiated and finalized 7 contracts and 2 professional service agreements to support and deliver services to families statewide.
2. Provided continuous intake and application services for the Katie Beckett Medicaid - only-to families in 68 counties. Fiscal year-to-date (July, 2012-April ,2013) services: intake:
 - Intake-635 families;
 - home visits
 - new applications-358
 - recertifications-564
 - FTE HV Average YTD: 17
3. Provided continuous intake and application services for CompassWisconsin: Threshold (comprising Katie Beckett Medicaid, Family Support Program, Autism Treatment Services, CLTS-MA Waiver, Community Options Program) to families in 8 counties. Fiscal year-to-date (July, 2012-April, 2013) services:
 - Intake: 750 families;
 - home visits:
 - new applications-396
 - recertifications-271
 - FTE HV Average: 21
4. Provided fiscal and program contract oversight for 7 sub-contracts and 2 professional service contracts.
5. Provided three KB/CWT Network Training Sessions (fourth planned for June 17) for KB/CWT consultants, BLTS nurses and administrative staff. Some topics covered included: working effectively with children with mental health issues; practice development on CLTS-FS (quality notes, how nurses use information provided); and effective approaches to communicating difficult news to parents about their child's eligibility.
6. Continuous quality control, support and monitoring for KB/CWT consultant network. Analyzed monthly and quarterly data and follow up on an as-needed basis with sub-contractors.
 - Provided monthly contract reports to DHS
 - Provided quarterly CWT quality reports to DHS and stakeholder groups
7. Created and updated policy and procedure governing KB/CWT consultant work. Orient staff and, as relevant, county and other CWT partners on all changes.

Goals/Workplan for 2012-2013

Goal	Explanation	Completion	Products
Successfully implement the fourth CWT expansion for up to 5 new counties	Five counties have requested to be part of the 2013 CWT expansion. Successful	The expansion is planned for the fall of 2013. A specific date will be established once	CWT Staff Training and Orientation-meeting and training materials

Goal	Explanation	Completion	Products
	implementation will require: CWT staff training, county staff orientation, printed material revisions, website revisions and outreach	DHS provides the formal approval	County Staff Orientation-materials and orientation meeting Fact sheets, website, brochures, eligibility letters, and all other related materials-updated and revised
Identify best options for new regions for a CWT expansion in 2014	Three counties have expressed interested in participating in a 2014 Threshold expansion.	Luxvida plans to meet with all three counties (Dane, Dodge and Crawford) in the fall and take the customary follow up steps needed to determine a viable implementation plan with DHS for a 2014 expansion	Analysis of prospective caseload growth Meetings with counties and DHS to determine 2014 prospective expansion options
Develop a continuous quality improvement initiative to integrate the CLTS-FS quality tool in the screen completion practices of contracted consultants	In 2011 and 2012, Luxvida worked with DHS to develop a CLTS-FS quality tool. That tool is now being applied in a variety of ways by the statewide CLTS-FS advisor. Within the CWT-KB consultant network, our next challenge is to determine how best to integrate on-going and continuous QI practices within consultant practices	Luxvida intends to work on this initiative over the course of the coming year. I anticipate convening a workgroup of consultants and the new clinical advisor to assist in the development of this initiative	Identify best approaches for assuring continuous QI for the CLTS-FS within the CWT/KB consultant network. Products will be determined based on the work in the coming year
Develop a plan for and content for a web-based training series on CLTS programs	The BLTS Children's Services Section would like to provide training opportunities to	Final products will be completed by the end of the contract year.	A series of training modules on CLTS programs, including eligibility criteria, assessment and plan

Goal	Explanation	Completion	Products
	new county and state staff who need to understand the various CLTS program (e.g., CLTS-MA Waiver, FSP, Autism Treatment Services, Katie Beckett, etc.) and how they work.	<p>This work will be done in collaboration with a workgroup made up of state and county staff that will advise Luxvida on content and format. Luxvida will consult with DHS on workgroup participants, then convene and facilitate the work of the group.</p> <p>DHS will also provide the internal technical expertise and web-based format for launching the training modules once the content is complete.</p>	development, services offered and addressing common concerns.

2013-2014 Contract Activities

1. Negotiate and finalize 7 consultant contracts and 2 professional service agreements. One professional service agreement will be for the new clinical advisor. Additionally, obtain professional consultant services to assist in the development of and completion of the CLTS web-based training content.
2. Provide fiscal and programmatic contract oversight for all contracts
3. Ensure the continuous provision of Katie Beckett Medicaid and CompassWisconsin: Threshold consultant services to families in all 72 counties.
4. Train new consultants as required by turnover and new hires within sub-contract agencies.
5. Plan and provide 4 quarterly KB/CWT Network meetings. I have tentatively planned for the content of 3 of the 4 meetings, and am planning a focus on:
 - a. Multi-cultural access: addressing practical questions like obtaining interpreter services, accessing printing materials that have been translated into other languages, etc.; identifying existing resources that are available to consultants working with families of different cultures and heritages.
 - b. Helping families decide what type of Medicaid is most suitable for their child and addressing common questions about what Medicaid covers. Luxvida will partner with the SE and Southern Regional Centers to provide this training.

- c. Network discussion of the values that inform our work, who our “customers” are and how our values inform the services we provide to families, our customers and our working relationships to each other. I’m planning on scheduling this meeting for a late spring or summer meeting and using an outside facilitator to help plan for and facilitate this discussion.
- 6. Continuous quality control, support and monitoring for KB/CWT consultant network.
- 7. Create and update policy and procedure governing KB/CWT work. Orient Network staff and, as relevant, county and other CWT partners on all changes.

**2013-2014 Luxvida Contract Budget:
Katie Beckett Special Medicaid Eligibility Verification and CLTS Consolidated Intake
Function**

Item	Description/Details	2013-2014 Budgeted Amount
1. Total Salaries	Annual Salary for Project Director	\$82,750
2. Fringe Benefits	30.6% Benefits: insurance, retirement, FICA	\$25,339
3. Personal Liability Insurance/Workers Compensation/UI	Required coverage	\$900
4. Total Supplies and Operating Expenses	Office supplies, telephone, internet, supplies and postage	\$3,654
5. Training Expenses	In-service and on-going (food, room rental, materials, etc.)	\$5,000
6. Travel Expenses	Mileage, hotel, food	\$5,881
7. Contractual/Consultant/Vendor Cost	Sub-contract costs for 7 subcontract agencies to cover regional consultant services, professional services for administrative support clinical consultation, quality assurance, training, and other vendor services to support consultant network	\$780,443
8. Advertising and Public Relations	Costs to cover brochures and related materials and Threshold webhosting and website updates and design	\$6,000
9. Accounting and Auditing	Accounting and audit expense	\$7,500
10. Total Agency Direct		\$917,467
11. Agency Indirect		0
12. Total Budget		\$917,467

Sub-Contractors and Vendors	Budgeted
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Aspiro	\$ 59,500
Children's Hospital of Wisconsin	\$120,138
Developmental Disabilities Information Services	\$107,099
Parenting Place	\$ 34,784
New Horizons North	\$131,338
RCS Empowers	\$ 53,758
UW-Waisman	\$120,386
Threshold Expansion	\$ 65,000
Total	\$692,003

Professional Services/Vendors

CWT Administrative Services, Clinical Advisor, Translation, Consultant Services for CLTS Curriculum Development and Quality Assurance	\$ 88,440
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Contract Name:
Contract Number:

BUSINESS ASSOCIATE AGREEMENT

Commercial Version

This Business Associate Agreement is incorporated into the Underlying Contract known as **Katie Beckett Program Special Medicaid Eligibility and Compass Wisconsin: Threshold Application Intake Services** and is made between the Wisconsin Department of Health Services, Division of Long Term Care ("Covered Entity") and the **Luxvida, LLC** ("Business Associate"), collectively the "Parties."

This Agreement is specific to those services, activities, or functions performed by the Business Associate on behalf of the Covered Entity when such services, activities, or functions are covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) including all pertinent regulations (45 CFR Parts 160 and 164) issued by the U.S. Department of Health and Human Services. Services, activities, or functions covered by this Agreement include, but are not limited to:

Fulfill administrative staff and day-to-day management of the Katie Beckett Program Special Medicaid Eligibility, Children's Long-Term Support (CLTS) Waiver, and Family Support Program consolidated intake functions, including addressing policy and programmatic needs of subcontracted consultants and staff, addressing urgent issues related to client and programmatic needs, obtaining program data, including confidential client records on the Katie Beckett Program and CLTS databases, for children's longterm support unified point of intake.

The Covered Entity and Business Associate agree to modify the Contract to incorporate the terms of this Agreement and to comply with the requirements of HIPAA addressing confidentiality, security and the transmission of individually identifiable health information created, used or maintained by the Business Associate during the performance of the Contract and after Contract termination. The parties agree that any conflict between provisions of the Contract and the Agreement will be governed by the terms of the Agreement.

1. DEFINITIONS

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information and Use.

Specific definitions:

- a. Business Associate: "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Business Associate].
- b. Covered Entity: "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103 and in reference to the party in this agreement shall mean the Wisconsin Department of Health Services.
- c. HIPAA Rules: "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

2. RESPONSIBILITIES OF BUSINESS ASSOCIATE

- a. Business Associate shall not use or disclose any PHI except as permitted or required by the Contract or this Agreement, as permitted or required by law, or as otherwise authorized in writing by the Covered Entity, if done by the Covered Entity. Unless otherwise limited herein, Business Associate may use or disclose PHI for Business Associate's proper management and administrative services, to carry out legal responsibilities of Business Associate, and to provide data aggregation services relating to health care operations of the Covered Entity if required under the Agreement.
- b. Business Associate shall not request, use or disclose more than the minimum amount of PHI necessary to accomplish the purpose of the use or disclosure.

- c. Business associate shall inform the Covered Entity if it or its subcontractors will perform any work outside United States America that involves access to, or the disclosure of PHI.

3. SAFEGUARDING AND SECURITY OF PROTECTED HEALTH INFORMATION

- a. Business Associate shall use appropriate safeguards, including complying with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement.
- b. Business Associate shall cooperate in good faith in response to any reasonable requests from the Covered Entity to discuss, review, inspect, and/or audit Business Associate's safeguards.

4. REPORTING OF A VIOLATION TO COVERED ENTITY BY BUSINESS ASSOCIATE

The Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410 and any security incident.

- a. **Discovery of a Violation.** The Business Associate must inform the Covered Entity by telephone call, plus email or fax within the next business day following the discovery of any violation,
 - (i) The Violation shall be treated as "discovered" as of the first day on which the Violation is known to the Business Associate, or, by exercising reasonable diligence would have been known to the Business Associate.
 - (ii) Notification shall be provided to one of the contact persons as listed in section d.
 - (iii) Notification shall occur within the first business day that follows discovery of the Violation.
- b. **Mitigation.** The Business Associate shall take immediate steps to mitigate any harmful effects of the unauthorized use, disclosure, or loss. The Business Associate shall reasonably cooperate with the Covered Entity's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such threatened or actual breach, or to recover its PHI including complying with a reasonable Corrective Action Plan.
- c. **Investigation of Breach.** The Business Associate shall immediately investigate the Violation and report in writing within one week, to a contact listed in section 5d with the following information:
 - (i) Each Individual who's PHI has been or is reasonably to have been accessed, acquired, or disclosed during the Incident,
 - (ii) A description of the types of PHI that were involved in the Violation (such as full name, social security number, date of birth home address, account number and etc.).
 - (iii) A description of unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,
 - (iv) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized,
 - (v) A description of probable causes of the improper use or disclosure,
 - (vi) A brief description of what the Business Associate is doing to investigate the Incident, to mitigate losses and to protect against further Violations,
 - (vii) The actions the Business Associate has undertaken or will undertake to mitigate any harmful effect of the occurrence, and
 - (viii) A corrective action plan that includes the steps the Business Associate has taken or shall take to prevent future similar Violations.
- d. **Covered Entity Contact Information.** To direct communications to above referenced Covered Entity's staff, the Business Associate shall initiate contact as indicated herein. The Covered Entity reserves the right to make changes to the contact information by giving written notice to the Business Associate.

Covered Entity Program Manager: Susan Larsen 1 W. Wilson St, Room 433, Madison, WI 53707 608-267-9184	DHS Privacy Officer c/o Office of Legal Counsel Department of Health Services 1 W. Wilson St. Madison, WI 53707 608-266-5484	DHS Security Officer Department of Health Services 1 W. Wilson St. Madison, WI 53707 608-261-8310
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5. USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION BY SUBCONTRACTORS OF THE BUSINESS ASSOCIATE

In accordance with 45 CFR 164.502(e)(1) and 164.308(b) , if applicable, the Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

6. COMPLIANCE WITH ELECTRONIC TRANSACTIONS AND CODE SET STANDARDS

If the Business Associate conducts any Standard Transaction for, or on behalf, of a Covered Entity, the Business Associate shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the Code of Federal Regulation. The Business Associate shall not enter into, or permit its subcontractors or agents to enter into, any Agreement in connection with the conduct of Standard Transactions for or on behalf of Covered Entity that:

- a. Changes the definition, Health Information condition, or use of a Health Information element or segment in a Standard;
- b. Adds any Health Information elements or segments to the maximum defined Health Information Set;
- c. Uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification(s) or are not in the Standard's Implementation Specifications(s);
- d. Changes the meaning or intent of the Standard's Implementations Specification(s).

7. ACCESS TO PROTECTED HEALTH INFORMATION

At the direction of the Covered Entity, the Business Associate agrees to provide access, in accordance with 45 CFR 164.524, to any PHI held by the Business Associate, which Covered Entity has determined to be part of Covered Entity's Designated Record Set, in the time and manner designated by the Covered Entity. This access will be provided to Covered Entity or, as directed by Covered Entity, to an Individual, in order to meet requirements under the Privacy Rule.

8. AMENDMENT OR CORRECTION TO PROTECTED HEALTH INFORMATION

At the direction of the Covered Entity, the Business Associate agrees to amend or correct PHI held by the Business Associate which the Covered Entity has determined is part of the Covered Entity's Designated Record Set, in the time and manner designated by the Covered Entity in accordance with 45 CFR 164.526.

9. DOCUMENTATION OF DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE BUSINESS ASSOCIATE

The Business Associate agrees to document and make available to the Covered Entity or (at the direction of the Covered Entity) to an Individual such disclosures of PHI to respond to a proper request by the Individual for an accounting of disclosures of PHI, in accordance with 45 CFR 164.528.

10. INTERNAL PRACTICES

The Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI available to the Covered Entity, or to the federal Secretary of Health and Human Services (HHS) in a time and manner determined by the Covered Entity or the HHS Secretary or designee, for purposes of determining compliance with the requirements of HIPAA.

11. TERM AND TERMINATION OF AGREEMENT

- a. The Business Associate agrees that if in good faith the Covered Entity determines that the Business Associate has materially breached any of its obligations under this Agreement, the Covered Entity may:
 - (i) Exercise any of its rights to reports, access and inspection under this Agreement;
 - (ii) Require the Business Associate within a 30 day period to cure the breach or end the violation;
 - (iii) Terminate this Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity;

- (iv) Immediately terminate this Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible.
- b. Before exercising either (ii) or (iii), the Covered Entity will provide written notice of preliminary determination to the Business Associate describing the violation and the action the Covered Entity intends to take.

12. RETURN OR DESTRUCTION OF PROTECTED HEALTH INFORMATION

Upon termination, cancellation, expiration or other conclusion of this Agreement, the Business Associate will:

- a. Return to the Covered Entity or, if return is not feasible, destroy all PHI and any compilation of PHI in any media or form. The Business Associate agrees to ensure that this provision also applies to PHI of the Covered Entity in possession of subcontractors and agents of the Business Associate. The Business Associate agrees that any original record or copy of PHI in any media is included in and covered by this provision, as well as all original or copies of PHI provided to subcontractors or agents of the Business Associate. The Business Associate agrees to complete the return or destruction as promptly as possible, but not more than **thirty (30)** business days after the conclusion of this Agreement. The Business Associate will provide written documentation evidencing that return or destruction of all PHI has been completed.
- b. If the Business Associate destroys PHI, it shall be done with the use of technology or methodology that renders the PHI unusable, unreadable, or undecipherable to unauthorized individuals as specified by HHS in HHS guidance. Acceptable methods for destroying PHI include:
 - (i) For paper, film, or other hard copy media: shredded or destroyed in order that PHI cannot be read or reconstructed; and
 - (ii) For electronic media: cleared, purged or destroyed consistent with the standards of the National Institute of Standards and Technology (NIST).

Redaction is specifically excluded as a method of destruction of PHI, unless the information is properly redacted so as to be fully de-identified.

- c. If the Business Associate believes that the return or destruction of PHI is not feasible, the Business Associate shall provide written notification of the conditions that make return or destruction not feasible. If the Business Associate and Covered Entity agree that return or destruction of PHI is not feasible, the Business Associate shall extend the protections of this Agreement to PHI and prohibit further uses or disclosures of the PHI of the Covered Entity without the express written authorization of the Covered Entity. Subsequent use or disclosure of any PHI subject to this provision will be limited to the use or disclosure that makes return or destruction not feasible.

13. COMPLIANCE WITH STATE LAW

The Business Associate acknowledges that PHI from the Covered Entity may be subject to state confidentiality laws. Business Associate shall comply with the more restrictive protection requirements between state and federal law for the protection of PHI.

14. MISCELLANEOUS PROVISIONS

- a. Indemnification for Breach. Business Associate shall to the extent allowed by Wisconsin law, indemnify the Covered Entity for costs associated with any Incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under HIPAA Rules.
- b. Automatic Amendment. This Agreement shall automatically incorporate any change or modification of applicable state or federal law as of the effective date of the change or modification. The Business Associate agrees to maintain compliance with all changes or modifications to applicable state or federal law.
- c. Interpretation of Terms or Conditions of Agreement. Any ambiguity in this Agreement shall be construed and resolved in favor of a meaning that permits the Covered Entity and Business Associate to comply with applicable state and federal law.
- d. Survival. All terms of this Agreement that by their language or nature would survive the termination or other conclusion of this Agreement shall survive.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed by their respective representatives.

COVERED ENTITY

Name: Susan Larsen
Title: Chief, Children's Services Section
Date: 6/28/2013

BUSINESS ASSOCIATE

Name: Chunty E
Title: President, Luxurda, LLC
Date: 7-27-13